

CONTRACT

KTVN Channel 2
4925 Energy Way
Reno, NV 89502
(775) 858-2222

Contract / Revision 12728 / 1		Alt Order # 25188567
Product FREEDOM PARTNERS		
Contract Dates 09/14/16 - 09/20/16		Estimate # 1746
Advertiser Freedom Partners		Original Date / Revision 06/07/16 / 07/27/16
Billing Cycle EOM/EOC	Billing Calendar Broadcast	Cash/Trade Cash
Station KTVN	Account Executive Katz Los Angeles	Sales Office Katz Los Angeles
Special Handling		
Demographic Adults 25-54		
IDB# 9915473	Advertiser Code	Product Code
Agency Ref		Advertiser Ref

And:

Target Enterprises
15260 Ventura Blvd, #1240
Sherman Oaks, CA 91403

REVISED

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
1	All	09/14/16	09/16/16	M-F	10:00 AM-11:00 AM		:30			NM	3	\$2,250.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/12/16	09/18/16	--WTF--				3	\$750.00			
2	All	09/19/16	09/20/16	M-F	10:00 AM-11:00 AM		:30			NM	2	\$1,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/19/16	09/25/16	MT-----				2	\$750.00			
3	All	09/14/16	09/16/16	M-F Local News @ 11p	11:00 PM-11:35 PM		:30			NM	3	\$3,750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/12/16	09/18/16	--WTF--				3	\$1,250.00			
4	All	09/19/16	09/20/16	M-F Local News @ 11p	11:00 PM-11:35 PM		:30			NM	2	\$2,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/19/16	09/25/16	MT-----				2	\$1,250.00			
5	All	09/17/16	09/17/16	Sa-Su Local News @ 630p	6:30 PM-7:00 PM		:30			NM	1	\$1,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/12/16	09/18/16	-----S-				1	\$1,200.00			
6	All	09/18/16	09/18/16	CBS Sunday Morning	7:00 AM-8:30 AM		:30			NM	2	\$3,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/12/16	09/18/16	-----S				2	\$1,500.00			
7	All	09/18/16	09/18/16	Sa-Su Local News @ 630p	6:30 PM-7:00 PM		:30			NM	1	\$1,750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/12/16	09/18/16	-----S				1	\$1,750.00			
N 8	KTVN	09/14/16	09/16/16	M-F CBS Afternoon RTR	12:30-2p		:30			NM	3	\$1,050.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/12/16	09/18/16	--111--				3	\$350.00			
N 9	KTVN	09/19/16	09/20/16	M-F CBS Afternoon RTR	12:30-2p		:30			NM	2	\$700.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/19/16	09/25/16	11-----				2	\$350.00			
N 10	KTVN	09/14/16	09/16/16	M-F	11a-12n		:30			NM	3	\$1,050.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/12/16	09/18/16	--111--				3	\$350.00			
N 11	KTVN	09/19/16	09/20/16	M-F	11a-12n		:30			NM	2	\$700.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 09/19/16	09/25/16	11-----				2	\$350.00			

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notice: This commercial schedule will run per the terms and conditions set forth on this contract. Per the station's practice, we do not require your signature on the contract before the schedule airs. Conditions on additional page hereof and attachments, if any, are a part hereof.

NON DISCRIMINATION POLICY: Sarks Tarzian, Inc. and its station(s) do not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. Advertiser represents and warrants that it is not purchasing advertising time from Sarks Tarzian, Inc. or its station(s) that is intended to discriminate on the basis of race or ethnicity.



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<u>Contract / Revision</u>		<u>Alt Order #</u>
12728 / 1		25188567
<u>Contract Dates</u>	<u>Product</u>	<u>Estimate #</u>
09/14/16 - 09/20/16	FREEDOM PARTNERS	1746
<u>Advertiser</u>		<u>Original Date / Revision</u>
Freedom Partners		06/07/16 / 07/27/16

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Totals											24	\$19,450.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
08/29/16 - 09/20/16	24	\$19,450.00	(\$2,917.50)	\$16,532.50
Totals	24	\$19,450.00	(\$2,917.50)	\$16,532.50

Signature: _____ **Date:** _____

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Notice: This commercial schedule will run per the terms and conditions set forth on this contract. Per the station's practice, we do not require your signature on the contract before the schedule airs. Conditions on additional page hereof and attachments, if any, are a part hereof.

NON DISCRIMINATION POLICY: Sarkes Tarzian, Inc. and its station(s) do not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. Advertiser represents and warrants that it is not purchasing advertising time from Sarkes Tarzian, Inc. or its station(s) that is intended to discriminate on the basis of race or ethnicity.

CONDITIONS

CHANGES have been made to 1981 AAAA Contract Sections 1(b), 1(d), 4(a), 5b), 7(d), 8 and 9(f) by STATION. Changed provisions are in italics. The person, firm or corporation (including, but not limited to organizations known as advertising agencies, or buying services) contracting for television time (hereinafter called AGENCY) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract shall be governed by the following conditions:

1. PAYMENT AND BILLING

- (a) STATION will bill AGENCY monthly, using the Final Sunday Fiscal Month, unless otherwise provided on the face of this contract.
- (b) Invoices shall contain advertiser, brand (*if requested*), date and time of commercial announcement cost and if commercial code identifying each commercial announcement is supplied by AGENCY, such code for each commercial announcement *if requested*. STATION shall warrant that the information shown on invoice is true and correct and was taken from the official log maintained by STATION, as required by FCC regulations and, on request will be made available for inspection by AGENCY or Advertiser, for a maximum of 12 months from the month of telecast.
- (c) Payment by AGENCY of items which are not in dispute (i.e. non-discrepant items) on each invoice is due within 15 days after receipt of invoice by AGENCY. If any discrepant item(s) exist on invoice AGENCY shall, within 21 days after receipt of invoice, send written notice of discrepant item(s) to STATION. STATION shall reply to AGENCY in writing within 15 days after receipt of notice of discrepant items.
- (d) "Notwithstanding to whom bills are rendered, Advertiser, AGENCY and Service, jointly and severally, shall remain obligated to pay to STATION the amount of any bills rendered by STATION within the time specified and until payment in full is received by STATION. Payment by Advertiser to AGENCY or to Service, or payment by AGENCY to Service, shall not constitute payment to STATION."

2. TERMINATION

- (a) Announcements. Contracts of 4 or fewer telecast weeks duration are not cancelable. Contracts may be cancelled upon 2 weeks prior notice, but no such cancellation shall be effective until 2 telecast weeks, as contracted for, have been telecast following receipt of such notice.
- (b) Programs. Contracts may be cancelled upon such prior notice as stated on the face of the contract.
- (c) If AGENCY cancels contract earned rates shall apply. If STATION cancels contract AGENCY shall have the benefit of the same rates which would have been earned had it been allowed to complete the contract.

3. RENEWAL

- (a) Announcements. Contracts may be renewed upon 14 days notice prior to expiration.
- (b) Programs. Contracts may be renewed upon such prior notice as stated on the face of the contract.

4. FAILURE TO TELECAST

- (a) If due to any cause beyond STATION'S control, there is an interruption or omission of any commercial announcement or program contracted to be telecast hereunder STATION may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period, or makegood is acceptable to AGENCY, STATION shall allow AGENCY:

- (i) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to such charges at time of purchase and

- (ii) with respect to a commercial announcement, an acceptable makegood, or a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. AGENCY shall have the benefit of the same rates which would have been earned if there had been no interruption or omission in the telecast.

- (b) In no event shall STATION be liable for any lost profits or other consequential damages arising from an interruption, non-broadcast or misscheduling of any announcement or program contracted to be broadcast hereunder.

5. SUBSTITUTION OF PROGRAMS

- (a) STATION has the right to cancel any telecast or portion thereof covered by this contract in order to telecast any program which, in its absolute discretion, it deems to be of public significance. In case of cancellation, STATION will notify AGENCY in advance, but where such notice cannot reasonably be given, STATION will notify AGENCY within 1 business day after such telecast has been cancelled.
- (b) If AGENCY and STATION cannot agree upon a satisfactory substitute day and time, the telecast time so pre-empted shall be deemed cancelled without affecting the rates, or rights provided under this contract: except that AGENCY shall not have to pay the cancelled STATION charges.

6. RATES AND CHARGES

STATION reserves the right to increase rates, but no such increases shall be applied to broadcasts under this contract unless the AGENCY is advised of such increase and its effective date and such increase is accepted by the AGENCY.

7. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by STATION, and all commercial announcement material shall be furnished by AGENCY. All expenses connected with the delivery of commercial announcements to STATION, and with return therefrom, if return is directed, shall be paid by AGENCY. STATION shall retain commercial material for 90 days after last telecast and may destroy such material thereafter, unless otherwise instructed by AGENCY.
- (b) STATION is required to advise AGENCY Broadcast Operations Desk by telephone and subsequently by written confirmation, if AGENCY furnished program or commercial material and Scheduling Instructions do not arrive 3 business days in advance of telecast date. If such material and instructions do not arrive at STATION within 2 business days after STATION has notified AGENCY, STATION may either provide makegood, or bill AGENCY for the time reserved. STATION will exert all reasonable effort to telecast material received from AGENCY despite late receipt.
- (c) If, due to any cause beyond AGENCY'S control, AGENCY cannot provide commercial and/or program material prior to scheduled telecast hereunder, AGENCY shall not be liable to STATION. In such event STATION shall suggest a makegood for telecast of said commercial and/or program material. If no such makegood is mutually agreed upon, STATION shall credit AGENCY for the time and/or program charges hereunder in the amount of money assigned to the time period and/or program at time of purchase, AGENCY shall have the benefit of the same rates which would have been earned if the commercial announcement and/or program had been telecast.
- (d) Telecast program and commercial material provided by AGENCY is subject to STATION approval and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. In the event the program material is unsatisfactory, STATION shall notify AGENCY by telephone within 24 hours of receipt of program material and subsequently by written confirmation. Unless AGENCY furnishes satisfactory material by 3 business days in advance of telecast, and 14 days in advance of telecast where the materials are related to a contest, STATION shall have the right to substitute its own program at no penalty to AGENCY. In the event the commercial material within the program is unsatisfactory, STATION shall notify AGENCY by telephone and subsequently by written confirmation, and unless AGENCY furnishes satisfactory material 2 business days prior to telecast date, this contract may be terminated by either party without penalty to either party.

8. TELECAST LIABILITIES

- (a) STATION agrees to hold and save AGENCY and Advertiser harmless against all liability resulting from the telecast of program material except program material furnished by Advertiser and/or AGENCY and
- (b) the STATION warrants that it has obtained and will maintain in effect throughout the term of this Agreement standard "blanket" or "per program" music performance licenses from ASCAP, BMI and SESAC. The AGENCY and the Advertiser represent that they have secured all other rights, including without limitation all other necessary copyright licenses and approvals, for all programming and advertising material provided by them or on their behalf to the STATION pursuant to this Agreement and each agrees jointly and severally to hold the STATION harmless against all costs and liability of any nature whatsoever, including reasonable attorneys' fees, resulting from the broadcast of such programming and advertising materials.

9. GENERAL

- (a) STATION'S obligations hereunder are subject to the licenses held by it and to applicable federal, state and local laws and regulations.
- (b) STATION shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial material and other property furnished by AGENCY in connection with telecasts hereunder. STATION will not accept or process mail, correspondence, or telephone calls in connection with telecasts except after STATION'S prior approval.
- (c) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing; nor may STATION be required to telecast hereunder for the benefit of any other Advertiser than the one named on the face of this contract.
- (d) Failure of STATION or AGENCY to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- (e) This contract contains the entire agreement between the parties relating to the subject matter herein contained and no change in its terms and provisions shall be effective unless made in writing.
- (f) STATION shall have the right to recover from AGENCY all legal fees and court costs necessary to effect the payment of any account due under this contract.
- (g) This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or Federal court located in the State of Nevada.
- (h) For purposes of this Agreement, "broadcasting" includes transmission over the STATION'S licensed analog or digital facilities, as well as transmission or distribution of the program(s) or announcement(s) identified in this Agreement by any means, whether now known or hereafter devised, including but not limited to streaming over the Internet via the World Wide Web. STATION is authorized to reproduce such program(s) or announcement(s) in conjunction with such broadcast, transmission, and/or distribution, including but not limited to the creation of ephemeral copies, to facilitate Internet streaming. Advertiser represents and warrants that it controls all necessary analog and/or digital performance rights to the identified program(s) or announcement(s) (other than for music in the public domain and for musical performance rights licensed for transmission and distribution by music licensing organizations of which STATION is a member) and agrees to indemnify and hold STATION harmless from and against any damage or expenses, including reasonable attorneys' fees, which may arise due to a breach of this warranty."